

**EXHIBIT A**

**Statement of Work**



## Statement of Work

This Statement of Work, dated July 21, 2023 (this "SOW"), is made by Ernst & Young LLP ("EY") and West Realm Shires Inc., on behalf of itself and all the other debtor entities in the consolidated Chapter 11 (as defined below) cases pending before the United States Bankruptcy Court for the District of Delaware ("Bankruptcy Court") under case number 22-11068 (JTD), as listed in Appendix 1, hereto (the "Client"), pursuant to the Agreement, dated November 28, 2022 (the "Agreement"), between EY and the Client which was executed in connection with the Client filing petitions under Chapter 11 of the United States Bankruptcy Code ("Chapter 11") on or about November 11, 2022 and November 14, 2022, as applicable, with the Bankruptcy Court, and describes certain services that EY will perform for the Client during the Client's Chapter 11 proceedings. This SOW shall be effective as of the date of this letter.

West Realm Shires Inc. represents that it has authority to sign this SOW on behalf of each and every debtor entity in the consolidated Chapter 11 cases pending before the Bankruptcy Court under case number 22-11068 (JTD), and that each and every such entity shall be bound by the terms of this SOW. As used herein, "**Parties**" refer to EY and Client collectively and "**Party**" refers to either EY or Client individually. Except as modified and set forth herein, this SOW incorporates the Agreement by reference to form a contract. Capitalized terms used, but not otherwise defined, in this SOW (inclusive of its Exhibits and any Schedules and Attachments) shall have the meanings in the Agreement.

The additional terms and conditions of this SOW (inclusive of its Exhibits and any Schedules and Attachments thereto) shall apply only to the Services covered by this SOW and not to services covered by any other statement of work pursuant to the Agreement. This SOW (inclusive of its Exhibits and any Schedules and Attachments thereto), together with the Agreement, comprise the entire agreement in relation to the Services under this SOW and (to the extent permissible by Law) supersedes all prior representations and agreements, oral or written, between the Parties with respect to that same subject matter. In the event of a conflict between the terms and conditions of the Agreement, this SOW, an Exhibit to the SOW, a Schedule or other Attachment to a Schedule, the conflict shall be resolved in the following order of precedence, from highest to lowest precedence: (1) Attachment; (2) Schedule; (3) Exhibit; (4) SOW; and (5) the Agreement.

## Objective and Purpose

The Scope of Services under the SOW was determined through the Preliminary Tax Diligence and GCR Implementation procedures performed under the SOW dated November 28, 2022, as amended February 3, 2023. The Services ("Services") are intended to facilitate various levels of support with



respect to Client's tax compliance, accounting, advisory, and controversy functions, which are further detailed in the "Scope of Services" section below.

The SOW also includes certain services (e.g., consulting related services) which the Client may elect beyond the core tax services included in this SOW (the "Optional Services"). Any Optional Services will be agreed upon in writing (which may include e-mail documentation) by the Parties.

## **Scope of Services**

EY will provide the following Services to the Company for the period beginning July 1, 2023 through December 31, 2024, as follows:

U.S. Income Tax / US Partnership Tax Returns  
State and Local Taxes ("SALT")  
Tax Controversy  
International Tax Services  
Employment Tax and Global Payroll Support Services  
Transfer Pricing  
Information and Reporting ("IRW")  
Payroll Operate and People Advisory Services  
Governance and Program Management  
Non-U.S. Direct Income Tax  
Indirect Taxes – Value Added Taxes ("VAT")  
ACR – Statutory Accounting  
Valuation (Optional Service)  
Bookkeeping (Optional Service)  
Entity Compliance and Governance ("ECG") Services (Optional Service)  
Bankruptcy Tax Services (Optional Service)

### **U.S. Income Tax / Partnership Tax Returns**

EY will prepare federal income tax returns and related filings (including, but not limited to, Foreign Bank Account Reporting) and supporting schedules for the entities and jurisdictions listed in Appendix 1 for the tax periods beginning on or after January 1, 2022, through December 31, 2022, and beginning on or after January 1, 2023, through December 31, 2023. EY may also potentially remediate prior years to the extent filings were not complete (but limited to open statute of limitations period) and the Company agrees to such remediation.



## **State and Local Taxes (“SALT”)**

### **SALT Income and Franchise Tax Compliance Services**

EY will provide SALT income and franchise tax compliance services to Client for tax periods beginning on or after January 1, 2022, through December 31, 2022, and to the extent applicable, beginning on or after January 1, 2023, through December 31, 2023.

### **SALT Sales and Use Tax**

EY will provide SALT Sales and Use Tax Services to Client for certain Deliverables associated with tax periods beginning on or after January 1, 2022, through December 31, 2022, and to the extent applicable, beginning on or after January 1, 2023, through December 31, 2023.

### **Property Tax Services**

EY will provide Property Tax Services to Client for certain Deliverables associated with tax periods beginning on or after January 1, 2023, through December 31, 2023, and to the extent applicable, beginning on or after January 1, 2024, through December 31, 2024.

### **SALT Abandoned and Unclaimed Property (“AUP”)**

If deemed applicable and requested by Client in writing, EY shall assist Client in its annual unclaimed property compliance reporting function, including the preparation of the necessary unclaimed property reports and statutory due diligence mailings.

### **Business License/Annual Report Services**

EY will provide business license compliance services covering periods beginning on or after January 1, 2023, through December 31, 2023, and to the extent applicable, beginning on or after January 1, 2024, through December 31, 2024.

### **Tax Controversy**

EY will provide Tax Examination and Notice Support services as described below for entities included in Appendix 1.

EY will provide the following services relating to any U.S. federal, state, or other taxing authority (“Tax Authorities”) examinations of Client (“Examinations”), as requested:

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- Work with appropriate Client representatives with respect to specified aspects of the Examinations including representing the Client before Tax Authorities
- Assist the Client with issues relating to tax audit processes by Tax Authorities and the scope of such audits, including:
  - Assisting Client with responding to Tax Authorities' Information Document Requests ("IDRs") issued during the Examination(s), as well as responding to tax notices that have been issued pre- and post-petition.
  - Assisting Client with responding to issues raised by the Tax Authorities during Examination(s) including researching issues, developing technical responses to issues and, if necessary, drafting written responses to notices of proposed adjustment, proposed assessments, or other similar notices from the Tax Authorities.
  - Hold conferences with auditors.
  - Assisting Client in the resolution of issues raised by the Tax Authorities during examination(s) through case manager settlement authority and alternative dispute resolution procedures. At the state level, this includes working through the audit division and appeals divisions within audit.
  - Preparation or review of examination resolution documents including waivers on restrictions on assessment and acceptance of overassessments and closing agreements.
  - Performing tax, interest, and penalty computations.
  - Tracking, cataloging and responding to all pre- and post-petition liability notices at the federal, state, or other Tax Authority level. This will include notices that do not rise to the level of a field or desk audit but are more preliminary or routine in nature. EY will respond to such notices, discuss such notices with relevant state and federal authorities and seek resolution, if possible. EY will communicate with the Client if there is a need for Powers of Attorney or other information to resolve the notice.

If the Examination is unagreed and Client decides to protest its case to IRS Appeals or state appeals office, EY may prepare a protest, represent the Client, and assist the Client with any factual and/or tax technical submissions to the appeals office. These services do not include representation of Client before any court should the matter advance to such legal proceedings. EY may also assist with any IRS or state penalties, notices, procedural issues, information reporting and withholding issues, and/or taxing authority account-related matters.

## **International Tax Services ("ITTS")**

### **Tax Technical Analysis**

In addition to the compliance services listed above, EY will, upon request from Client, provide tax technical analysis and tax diligence related to the understanding of facts and corresponding tax



implications for the applicable Client entities. Specific tasks that may be involved in connection with these Services include participating in meetings and telephone calls with Client and Client tax and bankruptcy advisors, researching technical issues, and preparing technical memoranda, letters, e-mails, and other written documentation. EY may also review transaction-related documentation, intercompany agreements, financial statements, trading data and other documents made available by Client. EY may provide tax technical analysis concerning issues that include, but are not limited to: (i) the understanding of tax attributes, accounting methods (i.e., mark-to-market election), active dealer exceptions, bad-debt deductions, and other US tax considerations related to specific transactions, elections and procedural filing requirements; (ii) the assessment of minority foreign investments (PFIC Testing) and identification of foreign bank and financial accounts; (iii) any required support to other EY teams including Transfer Pricing, M&A, Valuation, Federal, State and Local, for tax technical considerations; (iv) cross-border coordination with local teams for non-US tax technical matters; and (v) additional issues that are likely to arise during the course of the engagement.

### **Memoranda and Tax Opinions**

Once the fact gathering and data collection phase of the Tax Technical Analysis is complete, EY will render technical memoranda or formal opinions, as agreed upon with client. The specific issues that may need to be addressed through written documentation include, but are not limited to: (i) the outline of facts relating to the divergence of funds and documentation of conclusions; (ii) the analysis of blockchain data relating to certain assets and documentation of conclusions on internal and external usage; (iii) the outline of facts relating to various transactions and documentation of conclusions; (iv) the analysis of crypto lending transactions, types of income and documentation of conclusions; (v) the outline of facts relating to the operation of the insurance fund and documentation of conclusions; (vi) the US tax considerations relating to the strategic holding of various cryptocurrency positions and documentation of conclusions; and (vii) the analysis of potential dispositions and reorganizations of Client entities within the structure.

### **Employment Tax and Global Payroll Support Services**

EY shall provide the following Global and US Employment Tax Payroll Support to include, but not limited to the following tax advisory related services.

- Services to support general employment tax advisory;
- 2022 – 2024 calendar year payroll production and preparation and submission of related employment tax filings (including extensions);
- Review of prior period payroll and related employment tax filings;
- Review of federal, state, and local employment tax account transcript and notice support;

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- Distribution planning, testing, review and/or calculating gross to net payments and associated tax compliance, and support on distribution communications;
- Global evaluation of expense reimbursement and worker miscalculations to determine tax implications;
- Global evaluation of equity and non-qualified deferred compensation to determine tax, and
- Support with informational reporting and global payroll operate coordination.

Based on findings of the aforementioned services, remediation actions may include, but are not limited to, federal, state, and local employment tax account reconciliation analysis and amended return preparation and preparation of corrected information reporting statements (i.e., Form W-2, Form 1099s).

EY shall provide the following Federal, State and Local employment tax controversy services to include, but not limited to the following tax advisory related services.

- Coordination of communication with Tax Authority;
- Participation in audit related meetings;
- Identify and collect base date and large data/documentation requests required for response;
- Services to support general employment tax advisory related to controversy support;
- Preparation of tax technical positions related to controversy support, and
- Assistance with voluntary disclosures, remediation, and refund claims.

## **Transfer Pricing**

EY shall provide transfer pricing support to include, but not be limited to, the following: annual transfer pricing documentation, tax advice and controversy services concerning transfer pricing issues in examinations conducted by the IRS of Client's tax obligations; coordination with local countries, participating in knowledge transfer meetings, and monitoring due dates for local country filings, where relevant. The specific scope of the services provided by EY, including the jurisdiction, and years, will be agreed to through mutual written communications (which may include e-mail documentation) between the Parties.



## **Information and Reporting (“IRW”)**

### **IRW: Forms 1099/945 and 1042-S/1042 Tax Compliance and Advisory Services**

EY will provide the following Forms 1099/945 and 1042-S/1042 tax compliance services for the year ended December 31, 2024, and any related advisory services (the "Services") to Client. The specific in-scope forms will include the following:

- Forms 1099
- Form 945
- Forms 1042-S (if applicable for tax year 2023)
- Form 1042 (if applicable for tax year 2023)

Client remains responsible for providing EY with all relevant information to support the provision of the Services. EY will be relying on Client's records, as well as all other information supplied by Client and its personnel, to support the accuracy of the processing of the Forms. Client will provide EY timely access to all documentation and information that EY deems necessary to perform these services. Client understands and acknowledges that the failure of its personnel to provide such access may have an adverse impact on any advice or services rendered to Client pursuant to this engagement and may preclude Client from relying on such advice.

## **Payroll Operate**

### **Implementation Services**

EY, the other EY Firms and Client will agree on a plan to effect implementation of the Services for the applicable Client entities. During the implementation period, EY shall perform the tasks necessary for EY to assume responsibility for performance of the Payroll Operate Services, to transition the performance of the applicable functions to EY and to modify and enhance the performance of the Services as described herein. Implementation Services includes the following activities: confirmation of the scope of services, development of a detailed project plan, agreement on project governance, team members, roles and responsibilities, validation of client specifications, configuration of EY Tools, and end to end testing (functional, integration, parallel run, application performance and user acceptance testing scenarios for EY Tools).



## Recurring Payroll Operate Services

After the completion of the Implementation Services, EY will provide the ongoing recurring payroll operate services (“Payroll Operate Services”). EY will maintain company and employee profiles (existing, joiners, and leavers) in EY tools to ensure payroll calculation software has current information to complete calculations; EY will calculate net amount of salaries to be paid to employees and tax amounts payable to the local authorities as well as other costs and payable amounts for regular and off-cycle payrolls; EY will review and validate completeness, accuracy and timeliness of payroll calculation outputs; EY will prepare monthly, quarterly and annual reports to client and/or local authorities as required; EY will generate and distribute a third-party bank file and end to client for their review, approval and payment; ERY will prepare digital pay slips, leveraging EY tools, and distribute pay slip to employees via EY Tools.

## Program Management and Governance

As part of the Central Coordination and Governance, the following activities will be performed:

- Identify key stakeholders and establish governance structure and corresponding meeting cadence with governance teams for timely status updates, solicit feedback and resolution to reported risks, assumptions, issues, and dependencies (RAID)
- Review and track status across all workstreams with agreed-upon reporting cadence, with agreed upon milestones and deadlines, leveraging EY tools
- Maintain change management process and log to capture changes in mutually agreed upon scope of the Services
- Organize physical and virtual meetings to accommodate governance teams' meetings as well as providing status updates to workstream and executive team stakeholders
- Attend physical and virtual meetings, providing meeting notes with action items and due dates
- Coordinate billing arrangements and track receivables
- Monitor and maintain budget against deliverable timelines
- Document tax processes, coordinate trainings, and maintain associated training manuals for use of EY Tools if applicable

## Non-US Direct Income Tax Compliance

EY will prepare Corporate Income Tax Returns along with required ancillary forms, estimated payments, and other country-specific direct tax income filings for the Non-US entities and jurisdictions listed in Appendix 1 for the taxable years ended December 31, 2022 and December 31, 2023.



## Indirect Taxes – Value-Added Taxes (“VAT”)

EY will prepare Value Added Tax ("VAT"), Goods and Services Tax ("GST") and any other required indirect returns (e.g., Digital Services Tax) and supporting schedules for the entities and jurisdictions listed in Appendix 1 from the Effective Date of this SOW and up until taxable year ended December 31, 2024.

## ACR – Statutory Accounting

EY will compile, from information provided by Client, the annual balance sheet, and related statements of income, retained earnings, and cash flows in accordance with the International Standard on Related Services (ISRS) 4410 (Revised), Compilation Engagements, or local regulatory requirements, as appropriate.

The financial statements will not be accompanied by a report and are for the use of management of Client and Client's local statutory auditor only and are not to be used by a third party.

The objective of a compilation is to assist Client in presenting financial information in the form of financial statements. EY will utilize information that is Client's representation without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with applicable local accounting principles for the foreign entities in scope.

A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review. Additionally, a compilation does not contemplate obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or the examination of source documents (for example, cancelled checks or bank images); or other procedures ordinarily performed in an audit. Accordingly, EY will not express an opinion or provide any assurance regarding the financial statements being compiled.

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts. However, EY will inform the appropriate level of management, in writing, of any material errors, and of any evidence or information that comes to EY's attention during the performance of EY's compilation procedures that fraud may have occurred. In addition, EY will report to Client any evidence or information that comes to EY's attention during the performance of EY's compilation procedures regarding illegal acts that may have occurred.



## Valuation (Optional Service)

### Standard and definition of value

For US federal tax purposes, the standard of value to be used is Fair Market Value. According to Internal Revenue Service (IRS) Revenue Ruling 59-60, Fair Market Value is defined as, “the price at which the property would change hands between a willing buyer and a willing seller when the former is not under any compulsion to buy and the latter is not under any compulsion to sell, both parties having reasonable knowledge of relevant facts.”

### Scope of services

- EY may provide the following services (the “Valuation Services”) to Client. If requested, EY will perform the Valuation Services based on methods and techniques that EY considers appropriate under the circumstances, which may include: provide an opinion of Fair Market Value (as defined in the Appendix 2) for US tax purposes as of each valuation date, covering the period of January 2019 through December 2022, and for the relevant assets as specified for each of these valuation dates as provided by Client.
- Support Client in ad hoc technical valuation related research and economic analyses relating to the values of assets as of each valuation date.
- Prepare summary report providing valuation methods followed and results obtained as of each valuation date (the “Valuation Report”).
- We will perform the Valuation Services and prepare any Valuation Reports based on methods and techniques that we consider appropriate under the circumstances.

EY’s Valuation Report is not a fairness opinion or investment advice. Client will not rely on any of them as such, nor will Client use them, or permit them to be used, as the basis to set a transaction price. EY assumes no responsibility to any buyer or seller to negotiate a purchase or sale at the value set forth in the Report.

The Valuation Report is subject to EY’s Statement of Limiting Conditions (“SLC”), a draft of which is attached hereto as Appendix 2. If EY concludes that modifications or additions to the SLC will be required, EY will notify Client.

### Limitations on scope

The Valuation Services under this SOW do not include the valuation of any assets, liabilities or interests not listed in the Scope section. If EY discovers significant amounts of such property, Client will either (1) engage EY to perform a separate valuation of these items (subject to the Agreement as to scope and



fees) or (2) represent to EY the value of those items, on which EY would rely without further investigation for EY's use in performing the services under this SOW.

EY will not, in connection with the performance of the Valuation Services or otherwise, (i) act as a broker for the sale of any securities, (ii) solicit any potential buyer or seller (including Client) to engage in any transaction, or (iii) act as a negotiator of a transaction.

As used herein, the term "Review" is not intended to constitute a review within the scope of the AICPA standards for Accounting & Review Services.

### **ACR – Bookkeeping (Optional Service)**

EY shall provide the Services as described below in accordance with applicable local accounting principles, with all reasonably related tasks for the foreign entities in the countries in scope. Client's responsibilities are similarly applicable to Bookkeeping (non-US) Services.

The criteria and accounting policies to be followed in each country for accounting, tax and related matters are the exclusive responsibility of Client. The fact that EY prepares Client's accounting information does not signify that EY expresses any opinion on the financial position or results of the foreign entities in the countries in scope. EY will not make any payments or disbursements on behalf of Client as part of these Services and will not serve in any form as management.

EY will not render an assurance report or assurance opinion under the Agreement, nor will the Services constitute an audit, review, examination, or other form of attestation as those terms are defined by the American Institute of Certified Public Accountants. We will not conduct a review to detect fraud or illegal acts. We will provide the Services under Client's direction and Client is responsible for the accuracy, completeness, and validity of the input data, data processed, and final output.

### **Entity Compliance and Governance ("ECG") Services (Optional Service)**

#### **Annual ECG Services**

EY may provide annual Entity Compliance and Governance ("ECG") services for Client entities as outlined in Appendix 1. In countries where you ask us to, and we agree to provide, ECG services may include:

- Prepare draft annual board and shareholder documents for review by the Client;



- Send aforementioned documents to Client for review by your internal counsel and to arrange or instruct EY to arrange for their signature by relevant personnel for their signature by the relevant authorized personnel;
- If indicated, file the annual financial statements with the relevant government body; and
- Prepare and file other annually required corporate secretarial compliance filings, subject to approval thereof by Client internal counsel, as required.

We will submit above-referenced documents to Client for review and approval by Client's counsel during implementation prior to filing. Annual ECG Services outside the United States are performed by other EY firms. Annual ECG Services are not available in the United States.

### **Ad-hoc ECG Services**

In countries where you ask us to provide Ad-hoc ECG Services, and we agree to provide as an out-of-scope services under separately agreed upon fee, EY may prepare and file with the appropriate local authorities corporate secretarial documents to:

- Reflect appointment or resignation of an officer, director, prokurist, commercial proxy or similar position held in a Client entity;
- Grant or revoke a power of attorney;
- Change the name of a Client entity;
- Change the address of a Client entity; or
- Approve, via corporate resolution, interim dividends, banking powers or similar corporate activities at the Client entity.

We will submit the above-referenced documents to Client for review and approval by Client's counsel prior to filing. Ad-hoc ECG Services outside the United States are performed by other EY Firms. Ad-hoc ECG Services are not available in the United States.

### **Bankruptcy Services (Optional Service)**

EY will provide the following bankruptcy advisory Services to you, as requested:

- Advise on the federal and state & local income tax consequences of proposed plans of reorganization, including, if necessary, assisting in the preparation of IRS ruling requests regarding the tax consequences of alternative reorganization structures and tax opinions.



- Understand and advise on the tax implication of reorganization and/or restructuring alternatives Client is evaluating with existing bondholders and other creditors that may result in a change in the equity, capitalization and/or ownership of the shares of Client and its assets.
- As requested by Client, gather information, prepare calculations (“Section 382 Calculations”) and apply the appropriate federal and state & local tax law to historic information regarding changes in the ownership of Client’s stock to calculate whether any of the shifts in stock ownership may have caused an ownership change that will restrict the use of tax attributes (such as net operating loss, capital loss, credit carry forwards, and built in losses) and the amount of any such limitation.
- Prepare calculations and apply the appropriate federal and state & local tax law to determine the amount of tax attribute reduction related to debt cancellation income and modeling of tax consequences of such reduction.
- Update the draft tax basis balance sheets and draft computations of stock basis as of certain relevant dates for purposes of analyzing the tax consequences of alternative reorganization structures.
- Analyze federal and state & local tax treatment of the costs and fees incurred by the Client in connection with the bankruptcy proceedings, including tax return disclosure and presentation.
- Analyze federal and state & local tax consequences of restructuring and rationalization of inter-company accounts, and upon written request, we will analyze tax impacts of transfer pricing and related cash management.
- Analyze federal and state & local tax consequences of restructuring in the U.S. or internationally during bankruptcy, including tax return disclosure and presentation.
- Analyze federal and state & local tax consequences of potential bad debt and worthless stock deductions, including tax return disclosure and presentation.
- As requested by Client, scope, assist and advise on the potential for seeking cash tax refunds, including (as applicable) but not limited to: federal or state & local income/franchise tax, sales and use tax, value added taxes (“VAT”), property tax, employment taxes, severance tax, excise tax, credit & incentive agreements, annual reports, business licenses, other miscellaneous taxes or regulatory fees and unclaimed property. Any findings-based fee Services to claim and secure tax refunds identified will be subject to a separate Statement of Work mutually agreed to by the parties.
- Provide documentation, as appropriate or necessary, of tax matters, of tax analysis, opinions, recommendations, conclusions and correspondence for any proposed restructuring alternative, bankruptcy tax issue, audit or claim resolution issues, or other tax matter described above. The Client will be responsible for all accounting and management decisions.
- Assistance with the preparation of financial information (including tax accounting) for approval by management and distribution to creditors and others, including any plan of reorganization or other requested Debtor response to requests for data.

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- Attendance at meetings and related participation in meetings with any official committee(s), the United States Trustee, or other parties in interest as requested by Client.
- Assistance with other financial and tax-related issues as Client deems necessary and consistent with the services above.

## Global Routine On-Call Assistance Services

Pursuant to this SOW and as detailed in the paragraphs that follow, EY will provide to Client routine tax advisory services and assistance concerning issues as requested by Client when such projects are not covered by a separate statement of work and do not involve any significant tax planning or projects ("on-call tax advisory services"). Upon Client's written request, pursuant to this SOW and as detailed in the paragraphs that follow, EY also will provide one-off tax compliance services as described below ("on-call tax compliance services"). This SOW applies to routine on-call projects commenced during the term of this SOW.

On-call tax assistance services are intended to be used to respond to general tax questions and assignments that are expected, at the beginning of the project, to involve total professional time not to exceed (with respect to the specific project) \$25,000 in professional fees.

### On-Call Tax Advisory Services

The scope of on-call tax advisory services to be performed pursuant to this SOW may be agreed to orally or through written communications with Client such as e-mails. The projects covered by on-call tax advisory services under this SOW include assistance with tax issues by answering one-off questions, drafting memos describing how specific tax rules work, assisting with general transactional issues, and assisting Client in connection with its dealings with tax authorities (other than representing Client in an examination or an appeal before the IRS or other taxing authority).

Specific tasks that may be involved in connection with these Services include the following: participating in meetings and telephone calls with Client; participating in meetings and telephone calls with taxing authorities and other third parties where EY is not representing Client in an examination or an appeal before the taxing authority; reviewing transaction-related documentation; researching technical issues; and preparing technical memoranda, letters, e-mails, and other written documentation.

On-call tax advisory services are advisory in nature but are not intended to cover services related to significant tax planning or other projects where a mutual understanding of the scope of the engagement should be formally documented. Accordingly, in lieu of this SOW, separate statements of work generally will be entered into in connection with such services, including, but not limited to, the following: services related to a transaction that is a reportable transaction, transaction of interest or



transaction similarly designated by a tax authority; engagements where EY will render formal opinions or opinions that will be relied upon by third parties; studies with respect to Client's tax attributes (e.g., basis studies or repairs and maintenance studies); loaned or assigned staff engagements; due diligence engagements; and financial planning or investment advisory services.

### **On-Call Tax Compliance Services**

Unless otherwise listed in Attachment A, as may be amended, the on-call tax compliance services covered by this SOW include, upon Client's written request, the preparation of estimated tax computations and related vouchers and requests for extensions of tax return due dates, and the one-off preparation of sales, use, excise, and property tax returns. In lieu of performing such services pursuant to these on-call tax compliance services terms, separate statements of work (or an amendment to Attachment A of this SOW) generally will be entered into for engagements where EY prepares or reviews income tax returns, entries on income tax returns, Reports of Foreign Bank and Financial Accounts (FBARs / FinCEN Form 114), or where EY will prepare sales, use, excise and property tax returns on a continuing basis.

The scope of on-call tax compliance services will be agreed to through written communications with Client such as an exchange of e-mails.

### **On-Call Transaction Tax Services**

EY will provide ad hoc assistance related to the acquisitions, restructuring or other transaction including but not limited to:

- Discussion on specific exposures as needed
- Analysis of the potential tax consequences with respect to various acquisition structural alternatives, including understand whether certain tax elections may be beneficial (e.g., elections to achieve asset sale tax consequences that could produce tax benefit such as amortization deduction and step-up in basis of existing tangible assets).
- Review tax provisions of the transaction documentation.
- Provide assistance and related tax advice with respect to any other potential tax consequences or considerations relating to the proposed transaction or activities post acquisition, including but not limited to potential impact of the tax reform.
- Detailed transaction cost analysis to understand the deductibility of transaction expenses incurred in connection with the proposed transaction.
- Advise on post-closing federal and state tax filing requirements.
- Tax modelling services (e.g., Section 382 tax attribute limitations), and/or comment on Client's financial model from a tax perspective.

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## Other Provisions

Client shall assign a qualified person to oversee the Services. Client is responsible for all management decisions relating to the Services and for determining whether the Services are appropriate for its purposes.

Notwithstanding anything to the contrary in the Agreement or this SOW, EY does not assume any responsibility for any third-party products, programs or services selected by Client, their performance or compliance with Client's specifications or otherwise.

EY and other EY Firms may retain and use Client Information for benchmarking, analytics, research and development, thought leadership and related purposes, and to enhance their services, provided that any use does not externally identify, or make reference to, Client. In all such matters, EY and other EY Firms will comply with applicable law and professional obligations.

EY may subcontract a portion of the Services to one or more EY Firms and to subcontractors working under EY's direction who may communicate directly with Client. EY, however, will remain solely responsible to Client for the performance of the Services.

**Consent under Internal Revenue Code § 7216:** If EY has prepared or reviewed (or will prepare or review) Client's US income tax returns, Client authorizes the EY Firms, including those located outside the United States, and Support Providers to disclose information received or generated in connection with the preparation of any such US income tax returns of the Client to and among each other for the purpose of rendering the Services and discussing and providing other services to Client. Client has the ability to request a more limited disclosure of tax return information than that described above. If, at any time, Client would like EY to narrow the scope of the information to be disclosed, contact EY in writing and EY will limit any disclosures that have not yet occurred. Client acknowledges that this consent will be valid for 3 years from the date this SOW is signed by Client below.

Client further authorizes EY to disclose tax return information received or generated in connection with the Services described in this SOW, including prior year tax return information, to ACM & Associates Pty Ltd ("ACM") and among each other for the purpose of tax compliance and advisory as well as accounting support services in Seychelles on our behalf to Client. Client acknowledges that this consent will be valid for 3 years from the date this letter is signed by Client below.



## Governance Procedures and Change Control Procedures

Governance Procedures provide for a general structure for the governance of the Services; the roles and responsibilities of both Parties in the execution of their respective obligations; and maintaining the schedule, type, content, and frequency of the governance meetings to be conducted during the Term of this SOW.

Change Procedures are intended to control the scope of the Services, Deliverables, timelines, due dates, budget and project staffing, and related Charges or any other proposed Change Request. Either Party may propose changes in accordance with the Change Control Procedure. Parties shall agree through mutual written communications (which may include e-mail documentation) on includes a general structure for the governance and change control of the engagement, including, but not limited to: relationship management, performance management, financial management and contract administration. Specifically, Parties will identify the roles and responsibilities of both Parties in the execution of their respective obligations under the SOW, set out the schedule, type, content, and frequency of the governance meetings to be conducted, set out the governance reporting requirements, and identify the issue escalation and informal dispute resolution provisions (collectively, the "**Governance and Change Control Model**").

The Governance and Change Control Model applies to the delivery of the Services ("Service Delivery") to:

- Provide a mechanism for the Parties to work together to monitor and support the successful delivery of the Services, including, for example, infrastructure, resources, processes and procedures, and technology;
- Establish the oversight controls that will be needed for the Service Delivery;
- Provide a process to identify, escalate, and address risks, issues and priorities;
- Provide a process to keep the engagement stakeholders informed on progress

Any changes to the Governance and Control Procedures, Scope of Services, deliverables, timelines, due dates, budgets, and staffing will be agreed through mutual written communications (which may include e-mail documentation)

**EY Tools:** EY may provide Client access to use certain EY Materials for the purpose of Client's receipt of the Services or as otherwise expressly agreed in writing by EY ("EY Tools"). As between EY and Client, EY (or another EY Firm) owns all right, title, interest, and all intellectual property rights in and to the EY Tools, including any enhancements, modifications, and derivative work thereof.



**License to EY Tools During the SOW Term:** To the extent that EY provides Client access to any EY Tools during the Term of this SOW, EY hereby grants to Client a nonexclusive, paid-up, internal license, during the Term of this SOW, to use the EY Tools, for the sole purpose of Client's receipt of the Services from EY under this SOW.

**License to EY Tools After the SOW Term:** EY may allow Client to use certain EY Tools, after the Term of this SOW ("Leave Behind EY Tool"), for the sole purpose of Client's use and receipt of the benefit of the Services provided by EY under this SOW. With respect to any such Leave Behind EY Tool, to the extent permitted by applicable law and professional regulations, EY hereby grants to Client a nonexclusive, paid-up, internal license, to use the Leave Behind EY Tool, after the Term of this SOW, for the sole purpose of Client's use and receipt of the benefit of the Services provided by EY under this SOW.

**EY Tools Disclaimers and Acknowledgements:** Client's use of any EY Tools may be subject to additional terms, which EY will provide to Client in writing. Client acknowledges that EY may at any time, modify, replace, direct Client to discontinue use of any EY Tools, or otherwise revoke, limit or condition Client's access and right to use any EY Tools. All EY TOOLS ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, OR ANY WARRANTY THAT THE OPERATION OF THE EY TOOL WILL BE UNINTERRUPTED, ERROR FREE OR THAT IT WILL BE OR REMAIN COMPATIBLE WITH ANY OF CLIENT'S HARDWARE OR SOFTWARE.

## Engagement Team

Thomas M. Shea (Principal) and Kristie Lowery (Partner) will lead the EY team in providing the Services.

## Contacts

Client has identified John Ray III as Client's contact with whom EY should communicate about these Services. Client's contact at EY for these Services will be Thomas Shea.

## Fees

Subject to Bankruptcy Court approval, Client shall pay fees for the Services based on the actual time that EY's professionals spend performing them, billed at the following agreed upon rates for each level while the Services under this SOW are being performed.



Level	Rate
National Partner/Principal	\$1,040
Partner/Principal	\$866
Managing Director	\$814
Senior Manager	\$683
Manager	\$551
Senior	\$415
Staff	\$236

Client shall also pay any potential value-added taxes (VAT), sales taxes, and other indirect taxes incurred in connection with the delivery of the Services, including any such taxes and related administrative costs that result from billing arrangements specifically requested by Client. In addition, a charge will be added to EY's fees reflecting an estimated technology cost incurred equal to 3% of the professional fees for this engagement.

EY will bill Client for EY's fees, expenses, and applicable taxes or other charges, if any, on a monthly basis. Payment is due upon receipt of EY's invoice.

All Charges detailed in this SOW, including hourly rates if applicable and Variable Pricing will be subject to an annual inflation adjustment ("Annual Inflation Adjustment") beginning on July 1, 2024 and will continue July 1 for each year this SOW is in effect. The Annual Inflation Adjustment will be calculated and applied on a country-by-country basis in accordance with the appropriate Index and will be the greater of 0% and the trailing twelve months average of the following:

- For US based resources, the US Index "US Index" will be the Employment Cost Index rate for Wages and Salaries for Private Industry Workers Professional and business services published by the Bureau of Labor Statistics.
- For any non-US based resources, the Non-US Index "Non-US Index" will be the Mercer Global Compensation Planning Report Professional non-sales median pay increase.



- During the annual period, if a country has a greater than 10% movement in inflation percentage since the last Annual Inflation Adjustment, then an interim inflation adjustment of 10% ("Interim Inflation Adjustment") will be automatically applied. There will not be more than one (1) Interim Inflation Adjustment during the annual period.

All contractors serving the engagement will continue to be billed at their actual hourly rate with no mark-up.

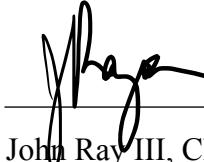
**IN WITNESS WHEREOF**, EY and Client each caused this SOW to be signed and delivered by its duly authorized representative(s).

*Ernst & Young LLP*

**AGREED:**

West Realm Shires Inc., on behalf of itself and all the other debtor entities in the consolidated chapter 11 cases pending before the Bankruptcy Court under case number 22-11068 (JTD), as listed in Appendix 1, hereto

By:



John Ray III, Chief Executive Officer

Date: August 9, 2023



## Appendix 1

### **List of Affiliates of West Realm Shires Inc.**

Alameda Aus Pty Ltd  
Alameda Global Services Ltd.  
Alameda Research (Bahamas) Ltd  
Alameda Research Holdings Inc.  
Alameda Research KK  
Alameda Research LLC  
Alameda Research Ltd  
Alameda Research Pte Ltd  
Alameda Research Yankari Ltd  
Alameda TR Ltd  
Alameda TR Systems S. de R. L.  
Allston Way Ltd  
Analisa Pte Ltd  
Atlantis Technology Ltd.  
Bancroft Way Ltd  
Blockfolio, Inc.  
Blue Ridge Ltd  
Cardinal Ventures Ltd  
Cedar Bay Ltd  
Cedar Grove Technology Services, Ltd  
Clifton Bay Investments LLC  
Clifton Bay Investments Ltd  
Cottonwood Grove Ltd  
Cottonwood Technologies Ltd.



Crypto Bahamas LLC  
DAAG Trading, DMCC  
Deck Technologies Holdings LLC  
Deck Technologies Inc.  
Deep Creek Ltd  
Digital Custody Inc.  
Euclid Way Ltd  
FTX (Gibraltar) Ltd  
FTX Canada Inc  
FTX Certificates GmbH  
FTX Crypto Services Ltd.  
FTX Digital Assets LLC  
FTX Digital Holdings (Singapore) Pte Ltd  
FTX EMEA Ltd.  
FTX Equity Record Holdings Ltd  
FTX EU Ltd.  
FTX Europe AG  
FTX Exchange FZE  
FTX Hong Kong Ltd  
FTX Japan Holdings K.K.  
FTX Japan K.K.  
FTX Japan Services KK  
FTX Lend Inc.  
FTX Marketplace, Inc.  
FTX Products (Singapore) Pte Ltd  
FTX Property Holdings Ltd  
FTX Services Solutions Ltd.



FTX Structured Products AG  
FTX Switzerland GmbH  
FTX Trading GmbH  
FTX Trading Ltd  
FTX US Services, Inc.  
FTX US Trading, Inc  
FTX Ventures Ltd  
FTX Zuma Ltd  
GG Trading Terminal Ltd  
Global Compass Dynamics Ltd.  
Good Luck Games, LLC  
Goodman Investments Ltd.  
Hannam Group Inc  
Hawaii Digital Assets Inc.  
Hilltop Technology Services LLC  
Hive Empire Trading Pty Ltd  
Innovatia Ltd  
Island Bay Ventures Inc  
Killarney Lake Investments Ltd  
Ledger Holdings Inc.  
Ledger Prime LLC  
LedgerPrime Bitcoin Yield Enhancement Fund, LLC  
LedgerPrime Bitcoin Yield Enhancement Master Fund LP  
LedgerPrime Digital Asset Opportunities Fund, LLC  
LedgerPrime Digital Asset Opportunities Master Fund LP  
LedgerPrime Ventures, LP  
Liquid Financial USA Inc.



Liquid Securities Singapore Pte Ltd  
LiquidEX LLC  
LT Baskets Ltd.  
Maclaurin Investments Ltd.  
Mangrove Cay Ltd  
North Dimension Inc  
North Dimension Ltd  
North Wireless Dimension Inc  
Paper Bird Inc  
Pioneer Street Inc.  
Quoine India Pte Ltd  
Quoine Pte Ltd  
Quoine Vietnam Co. Ltd  
Strategy Ark Collective Ltd.  
Technology Services Bahamas Limited  
Verdant Canyon Capital LLC  
West Innovative Barista Ltd.  
West Realm Shires Financial Services Inc.  
West Realm Shires Inc.  
West Realm Shires Services Inc.  
Western Concord Enterprises Ltd.  
Zubr Exchange Ltd



## Appendix 2 - Statement of Limiting Conditions

1. Nothing has come to EY's attention to cause EY to conclude that the facts and data set forth in this Valuation Report are not correct.
2. No investigation of the title to the subject company and subject assets has been made, and the owner's claim to the subject company and subject assets is assumed to be valid. To the extent that Ernst & Young LLP's services include any analysis of assets, properties or business interests, Ernst & Young LLP assumes no responsibility for matters of legal description or title, and Ernst & Young LLP shall be entitled to make the following assumptions: (i) title is good and marketable, (ii) there exist no liens or encumbrances, (iii) there is full compliance with all applicable regulations and laws, and (iv) all required licenses, certificates of occupancy, consents, or legislative or administrative authority have been or can be obtained or renewed for any use on which Ernst & Young LLP services are to be based.

Where real estate is included in EY's analysis, Ernst & Young LLP shall not assume any responsibility for identifying structural conditions of property. No analysis will be made of the subsurface or the hazardous waste conditions, if any. EY's services shall not take into consideration the possibility of the existence of toxic substances, hazardous or contaminated conditions, or underground storage tanks, nor the costs associated with remediating such substances or conditions. Ernst & Young LLP is not qualified to detect, and shall not be responsible for detecting, such substance or conditions.

3. This Valuation Report has been prepared solely for the purpose stated and may not be used for any other purpose. Neither this Valuation Report nor any portions hereof may be copied or disseminated through advertising, public relations, news, sales, Securities and Exchange Commission disclosure documents or any other public (or private) media without the express prior written approval of Ernst & Young LLP.

Notwithstanding anything contained herein to the contrary, the Client and its officers, directors, employees, representatives, agents and advisers may freely disclose to any and all persons (without limitation) any tax advice, including the tax treatment and tax structure of any transaction, provided to the Client by Ernst & Young LLP, together with all facts that may be relevant to understanding the proposed tax treatment of any transaction and any materials provided by Ernst & Young LLP related to such tax treatment and tax structure. In any event, because all such tax advice is provided



solely for the benefit of the Client, the Client shall inform those to whom it discloses such information that they may not rely upon such tax advice for any purpose without the prior written consent of Ernst & Young LLP.

Based on EY's valuation analysis, assumptions and methodologies employed as described, and consistent with the inherent estimation uncertainty as of the Valuation Date, it is EY's view that the fair market value opinion as represented in this Valuation Report will more likely than not be sustained if challenged on the merits.

4. The recommendations, opinions, or calculations of values contained herein are not intended to represent the values of the subject company, assets, or interests at any time other than the effective date that is specifically stated in this Valuation Report. Changes in market conditions could result in values substantially different than those presented at the stated effective date. EY assumes no responsibility for changes in market conditions or for the inability of the owner to locate a purchaser of the subject company, assets or interests at the values stated herein.

With respect to EY's analysis, EY's work did not include an analysis of the potential impact of any unexpected sharp rise or decline in local or general financial market or economic conditions or technological changes.

5. No responsibility is assumed for information furnished by others, including management, and such information is concluded to be reliable.

In the course of EY's analysis, EY was provided with written information, oral information, and/or data in electronic form, related to the structure, operation, and financial performance of the subject company / assets / interests. EY has relied upon this information in EY's analyses and in the preparation of this Valuation Report and have not independently verified its accuracy or completeness.

6. Certain historical financial data used in EY's valuation were derived from audited and/or unaudited financial statements and are the responsibility of management. The financial statements may include disclosures required by generally accepted accounting principles. EY has not independently verified the accuracy or completeness of this data provided and do not express an opinion or offer any form of assurance regarding its accuracy or completeness.

7. The estimates of cash flow data included herein are solely for use in the valuation analysis and are



not intended for use as forecasts or projections of future operations. EY has not performed an examination or compilation, nor has EY performed an agreed-upon procedures engagement regarding the accompanying cash flow data in accordance with standards prescribed by the American Institute of Certified Public Accountants, and, accordingly, do not express an opinion or offer any form of assurance on the accompanying cash flow data or their underlying assumptions. Furthermore, there will usually be differences between estimated and actual results because events and circumstances frequently do not occur as expected, and those differences may be significant.

8. EY assumes no responsibility for any financial and tax reporting judgments, which are appropriately those of management. It is EY's understanding that management accepts responsibility for any financial statement and tax reporting issues with respect to the subject company / assets / interests covered by EY's analysis, and for the ultimate use of EY's Valuation Report.
9. Ernst & Young LLP is not required to furnish additional work or services, or to give testimony, or be in attendance in court with reference to the company / assets, interests in question or to update any Valuation Report, recommendation, opinion, calculation, analysis, conclusion, or other document relating to its services for any events or circumstances unless arrangements acceptable to Ernst & Young LLP have been separately agreed with the Company.
10. This Valuation Report does not comprise a Comprehensive Written Business Valuation Report as described in BVS-VIII, by the Business Valuation Committee of the American Society of Appraisers (ASA) and approved by the ASA Board of Governors. Certain sections may have been omitted from this Valuation Report. Where applicable, the data underlying these sections will be retained in EY's working papers.

Disclosure of the contents of this Valuation Report may be governed by the Bylaws and Regulations of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation. Possession of this Valuation Report or a copy thereof, or any part thereof, does not carry with it the right of publication, nor may it be used by anyone but the party for whom it has been prepared without the prior written consent and approval of Ernst & Young LLP.